

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOUTH AFRICAN BUNKERING AND TRADING LTD; §

VS. §

Labpro Pharma LLC §

MSBE Ventures Inc §

Defendants §

And §

Bank of America N.A §

GoDaddy.com,LLC §

Garnishees §

CIVIL ACTION 21-866(UNA)

IN ADMIRALTY, Rule 9(h)

***DEFENDANT'S VERIFIED ANSWER TO AMENDED VERIFIED COMPLAINT
REQUEST FOR ISSUE OF PROCESS OF MARITIME ATTACHMENT AND
GARNISHMENT***

NOW comes, the Defendants LabPro Pharma LLC, and MSBE Ventures Inc and makes this limited appearance or special appearance to Plaintiff's South African Bunkering and Trading Ltd. (SABT) *quasi in rem* action pursuant to Supplemental Rule B for Certain Admiralty and Maritime Claims, requesting the issue of writs of maritime attachment and garnishment including against Garnishees and States as Follows:

I.

Defendants request that the court should have a prompt hearing pursuant to *Fed. R.Civ.P. Adm.Supp.Rule E(4)(f)*; allowing Defendant to contest, proof that the attachment is misleading and for the court to vacate the attachment and garnishment order. Plaintiff needs to proof that the attachment and garnishment is necessary.

II.

The court should vacate this attachment for the following reasons:

- a) The court has the discretion to vacate the order of attachment when there is another convenient available forum where Plaintiff can find the defendant and the defendant will be subject to in personam jurisdiction
- b) Plaintiff has already received sufficient payments that an attachment is not necessary to secure payment. Per invoice, value of fuel supplied was in the excess of \$120,000. Plaintiff already received over \$80,000. Plaintiff agent had been in direct communication with the defendant and understood that efforts are being made to pay the balance. The fuel agent (plaintiff) agreed that he will endeavor to collaborate while efforts are being made to finalize payment. This action therefore by plaintiff is surprising and does not reflect the spirit of prior communication before this complaint. This comes across as excessive use of force because the big corporation has big money behind it and can crush a small struggling company.
- d) The attachment should be vacated and lawsuit dismissed because the hardship to the defendant caused by the attachment outweighs the benefit to the plaintiff.
- e) Plaintiff has not met all the requirements of Rule B(1)(a).
- f) Deny the attorney's fee plead by plaintiff.

PRAAYER

WHEREFORE, Defendant prays that a hearing be set, and the attachment and garnishment vacated thereof and grant defendant all other relief which the court in its discretion deems is fair and equitable.

Respectfully Submitted

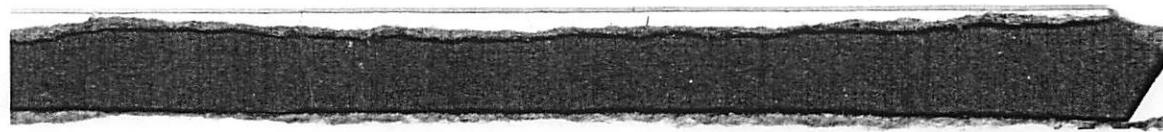


Dr. Moise Arrah
Defendant.

CERTIFICATE OF SERVICE

I Moise O. Arrala Certify that a true and correct copy of this special appearance was served to Counsel for Plaintiff

Timothy Jay Houseal, Esquire
YOUNG CONWAY STARGATT & TAYLOR LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801.



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DISTRICT OF DELAWARE

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